

NOTICE OF CONFIDENTIALITY RIGHTS: A NATURAL PERSON MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

XTO REV PROD 88 (7-69) PAID UP (04/17/07)B

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this 6 day of June, 2008, between Paul T. Sullivan and KCS Properties, Inc., as "Lessor" (whether one or more), whose address is 1900 North Peytonville Avenue, Southlake, Texas 76092, and XTO Energy Inc., whose address is 840 Houston St., Fort Worth, Texas 76102, as "Lessee"; WITNESSETH:

1. Lessor, in consideration of ten dollars and other valuable consideration, receipt of which is hereby acknowledged, and of the covenants and agreements of Lessee hereinafter contained, does hereby grant, lease and let unto Lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in Lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land," is located in the County of Tarrant, State of Texas, and is described as follows:

See Exhibit A, attached hereto and made a part hereof.

This lease also covers and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by Lessor by limitation, prescription, possession, reversion, after-acquired title or unrecorded instrument; or (b) as to which Lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by Lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus or other payment hereunder, said land shall be deemed to contain **10.855 acres**, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus as lump sum consideration for this lease and all rights and options hereunder.

Notwithstanding anything to the contrary that may be contained in this Lease, this is a non-developmental Oil, Gas and Mineral Lease insofar as the surface is concerned, whereby Lessee shall not conduct any operations, as defined herein, on the surface of said lands.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term," and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. As royalty, Lessee covenants and agrees: (a) To deliver to the credit of Lessor, in the pipe line to which Lessee may connect its wells, the equal part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such **25.0%** part of such oil at the wells as of the day it is run to the pipe line or storage tanks, Lessor's interest, in either case, to bear **25.0%** of the cost of treating oil to render it marketable pipe line oil; (b) To pay Lessor on gas and casinghead gas produced from said land (1) when sold by Lessee, of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, **25.0%** of such gas and casinghead gas; (c) To pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, a sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in such bank as directed by Lessor, or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same. Lessee may, in lieu of any other method of payment herein provided, pay or tender such shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payment hereunder may be made by check or draft of Lessee deposited in the mail or delivered to the party entitled to receive payment or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

4. Lessee is hereby granted the right, at its option, to pool or unitize any land covered by this lease with any other land covered by this lease, and/or with any other land, lease, or leases, as to any or all minerals or horizons, so as to establish units containing not more than 80 surface acres, plus 10% acreage tolerance; provided, however, units may be established as to any one or more horizons, or existing units may be enlarged as to any one or more horizons, so as to contain not more than 640 surface acres plus 10% acreage tolerance, if limited to one or more of the following: (1) gas, other than casinghead gas, (2) liquid hydrocarbons (condensate) which are not liquids in the subsurface reservoir, (3) minerals produced from wells classified as gas wells by the conservation agency having jurisdiction. If larger units than any of those herein permitted, either at the time established, or after enlargement, are permitted or required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size permitted or required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which this lease is recorded. Such unit shall become effective as of the date provided for in said instrument or instruments but if said instrument or instruments make no such provision, then such unit shall become effective on the date such instrument or instruments are so filed of record. Each of said options may be exercised by Lessee at any time and from time to time while this lease is in force, and whether before or after operations or production has been established either on said land, or on the portion of said land included in the unit, or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty, or leasehold interests in lands within the unit which are not effectively pooled or unitized. Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted upon said land under this lease. There shall be allocated to the land covered by this lease within each such unit (or to each separate tract within the unit if this lease covers separate tracts within the unit) that proportion of the total production of unitized minerals from the unit, after deducting any used in lease or unit operations, which the number of surface acres in such land (or in each such separate tract) covered by this lease within the unit bears to the total number of surface acres in the unit, and the production so allocated shall be considered for all purposes, including payment or delivery of royalty, overriding royalty and any other payments out of production, to be the entire production of unitized minerals from the land to which allocated in the same manner as though produced therefrom under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas. The formation of any unit hereunder which includes land not covered by this lease shall not have the effect of exchanging or transferring any interest under this lease (including, without limitation, any shut-in royalty which may become payable under this lease) between parties owning interests in land covered by this lease and parties owning interests in land not covered by this lease. Neither shall it impair the right of Lessee to release as provided in paragraph 5 hereof, except that Lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit. At any time while this lease is in force Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time there is no unitized minerals being produced from such unit. Any unit formed may be amended, re-formed, reduced or enlarged by Lessee at its election at any time and from time to time after the original forming thereof by filing an appropriate instrument of record in the public office in which the pooled acreage is located. Subject to the provisions of this paragraph 4, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force. If this lease now or hereafter covers separate tracts, no pooling or unitization of royalty interests as between any such separate tracts is intended or shall be implied or result merely from the inclusion of such separate tracts within this lease but Lessee shall nevertheless have the right to pool or unitize as provided in this paragraph 4 with consequent allocation of production as herein provided. As used in this paragraph 4, the words "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the leased premises.

5. Lessee may at any time and from time to time execute and deliver to Lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations, as to the released acreage or interest.

6. Whenever used in this lease the word "operations" shall mean operations for and/or any of the following: preparing the drillsite location or access road, drilling, testing, completing, reworking, recompleting, deepening, sidetracking, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

7. Lessee shall have the use, free from royalty, of water, other than from Lessor's water wells, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 200 feet to the house or barn now on said land without the consent of the Lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned from time to time in whole or in part and as to any mineral or horizon. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to Lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until sixty (60) days after there has been furnished to such record owner at his or its principal place of business by Lessor or Lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, Lessee may, nevertheless pay or tender such royalties, or other moneys, or part thereof, to the credit of the decedent in a depository bank provided for above.

9. In the event Lessor considers that Lessee has not complied with all its obligations hereunder, both express and implied, Lessor shall notify Lessee in writing, setting out specifically in what respects Lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder. If this lease is canceled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by Lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained and shall not be required to move or remove any existing surface facilities necessary or convenient for current operations.

10. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to Lessor and/or assigns under this lease. If this lease covers or is subsequently found to cover less of an interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then (i) the royalties and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein, and (ii) Lessee shall have the right to recover, and Lessor shall be obligated to repay, any bonus amounts that may have been paid in excess of Lessor's interest actually owned and leased herein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as Lessor.

11. If, while this lease is in force, at, or after the expiration of the primary term hereof, it is not being continued in force by reason of the shut-in well provisions of paragraph 3 hereof, and Lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of Lessee, the primary term hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

Lessor agrees that this lease covers and includes any and all of Lessor's rights in and to any existing well(s) and/or wellbore(s) on said land, other than existing water wells, and for all purposes of this lease the re-entry and use by Lessee of any existing well and/or wellbore shall be deemed the same as the drilling of a new well.

Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations are completed.

14. As a result of land development in the vicinity of said land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on said land or other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of said land or off of lands with which said land are pooled in accordance with this lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under said land or lands pooled therewith, shall for purposes of this lease be deemed operations conducted on said land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this lease, except as expressly stated.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

LESSORS

PAUL T. SULLIVAN

KCS PROPERTIES, INC.

Paul T. Sullivan

Paul T. Sullivan

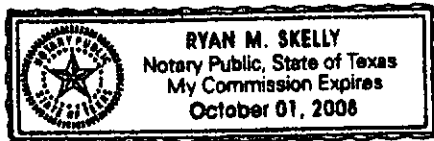
Paul T. Sullivan, President

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Paul T. Sullivan, individually and as President of KCS Properties, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same in the capacity and for the purposes expressed therein.

SUBSCRIBED AND SWORN BEFORE ME on this 6th day of June, 2008.

My Commission Expires:



Notary Public in and for the State of TEXAS

EXHIBIT 'A'

This Exhibit is attached to and made a part of that certain Oil, Gas and Mineral Lease by and between Paul T. Sullivan and KCS Properties, Inc., Lessors, and XTO Energy Inc., Lessee.

10.855 acres, more or less, comprised of the following described lots of land situated in Tarrant County, Texas, to wit:

1. 2.0000 acres of land, more or less, located in the C. Dart Survey, A-2003, Tarrant County, Texas and being the same land described as Lot 2, of Olympia Addition, an Addition to the City of Southlake, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Cabinet A, Slide 2298, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Kirbi Classic Homes, Inc. by Paul T. Sullivan in that certain General Warranty Deed dated March 28, 1996 and recorded in Volume 12371, Page 1730 of the Official Public Records in the aforesaid County and State.
2. .2940 acres of land, more or less, located in the H. Covington Survey, A-256, Tarrant County, Texas and being the same land described as Lot 15, Block 6, of Golf Hills, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 1593, Page 451, of the Deed Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Pablo Rivera, Jr. & wife Tina Rivera by KCS Properties, Inc. in that certain General Warranty Deed dated December 26, 2007 and recorded in Official Public Records in the aforesaid County and State.
3. .3550 acres of land, more or less, located in the W. Norris Survey, A-1166, Tarrant County, Texas and being the same land described as Lot 5, Block 4, of Stoke Heights Addition, an Addition to the City of Haltom City, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-R, Page 10, of the Deed Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Washington Mutual Bank by KCS Properties, Inc. in that certain Special Warranty Deed dated December 19, 2006 and recorded in Official Public Records in the aforesaid County and State.
4. .1860 acres of land, more or less, located in the J. B. York Survey, A-1754, Tarrant County, Texas and being the same land described as Lot 4, Block 31, of Sylvan Heights Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 1043, Page 20, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Felipe Cardoza by KCS Properties, Inc. in that certain Warranty Deed dated March 6, 2008 and recorded in Official Public Records in the aforesaid County and State.
5. .1660 acres of land, more or less, located in the S. McDaniel Survey, A-1108, Tarrant County, Texas and being the same land described as Lot 35-R, Block 5, of Buena Vista Addition, an Addition to the City of Hurst, Tarrant County, Texas, according to and shown on the revised map or plat recorded thereof in Volume 388-x, Page 47, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Wells Fargo Bank, as trustee for Option One Mortgage Loan Trust 2005-1 Asset-Backed Certificates, Series 2005-1 in that certain Special Warranty Deed dated April 11, 2007 and recorded in Official Public Records in the aforesaid County and State.
6. .2340 acres of land, more or less, located in the M. Wilmuth Survey, A-1621, Tarrant County, Texas and being the same land described as Lot 30, Block 6, of Quail Meadows Estates, an Addition to the City of Watauga, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-198, Page 17 & 18, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Jason A. Snyder by KCS Properties, Inc. in that certain Warranty Deed dated March 7, 2008 and recorded in Official Public Records in the aforesaid County and State.
7. .2070 acres of land, more or less, located in the L. Finger Survey, A-528, Tarrant County, Texas and being the same land described as Lot 7, Block 12, of Valley View Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-Z, Page 12, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Gloria Subialdea by KCS Properties, Inc. in that certain Warranty Deed dated February 6, 2008 and recorded in Official Public Records in the aforesaid County and State.

8. .1550 acres of land, more or less, located in the E.W. Shriver Survey, A-1455, Tarrant County, Texas and being the same land described as Lot 38, Block 8, of Coventry Hills, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Cabinet A, Slide 6789, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Federal National Mortgage Association in that certain Special Warranty Deed dated June 18, 2007 and recorded in Official Public Records in the aforesaid County and State.
9. .1440 acres of land, more or less, located in the R. Medlin Survey, A-1044, Tarrant County, Texas and being the same land described as Lot 8, Block 2, of Leeds, section one, an Addition to the City of Arlington, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-168, Page 17, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Carlos Delacruz & Noel Garcia by KCS Properties, Inc. in that certain Warranty Deed dated January 10, 2008 and recorded in Official Public Records in the aforesaid County and State.
10. .1440 acres of land, more or less, located in the W. W. Thompson Survey, A-1498, Tarrant County, Texas and being the same land described as Lot 25, Block 15, of Huntington Village, Phase II, Section Two, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-176, Page 78, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Michael Velasquez by KCS Properties, Inc. in that certain General Warranty Deed dated March 6, 2008 and recorded in Official Public Records in the aforesaid County and State.
11. .6880 acres of land, more or less, located in the W. Norris Survey, A-1166, Tarrant County, Texas and being the same land described as Lot 11, Block 27, of Meadow Oaks, an Addition to the City of Haltom City, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 1456, Page 544, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Robert Johnson by KCS Properties, Inc. in that certain Warranty Deed dated January 21, 2008 and recorded in Official Public Records in the aforesaid County and State.
12. .1980 acres of land, more or less, located in the S. Sawyer Survey, A-1424, Tarrant County, Texas and being the same land described as Lot 23, Block 4, of Browning Heights North Addition, Section One, an Addition to the City of Watauga, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-25, Page 8, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Bryan Stewart by KCS Properties, Inc. in that certain Warranty Deed dated February 21, 2008 and recorded in Official Public Records in the aforesaid County and State.
13. .1920 acres of land, more or less, located in the J. Bonham Survey, A-99, Tarrant County, Texas and being the same land described as Lot 12, Block 15, of Robertson-Hunter Addition, an Addition to the City of Sansom Park, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 310, Page 14, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Peak Capital, Inc. in that certain Warranty Deed dated November 15, 2007 and recorded in Official Public Records in the aforesaid County and State.
14. .2440 acres of land, more or less, located in the G. W. Couch Survey, A-279, Tarrant County, Texas and being the same land described as Lot 21R, Block 8, of lots 20R, 21R, 22R, 23R and 24R, Block 8, of Tarrant Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Cabinet A, Slide 8823, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Peak Capital, Inc. in that certain Warranty Deed dated November 15, 2007 and recorded in Official Public Records in the aforesaid County and State.
15. .3030 acres of land, more or less, located in the J. B. York Survey, A-1754, Tarrant County, Texas and being the same land described as Lot 21, Block 2, of Wayne Place, an addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 1337, Page 449, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Alphonso Jackson, Secretary of Housing and Urban Development, in that certain General Warranty Deed dated November 26, 2007 and recorded in Official Public Records in the aforesaid County and State.

16. .1480 acres of land, more or less, located in the J. Dishman Survey, A-408, Tarrant County, Texas and being the same land described as Lot 6, Block 20, of Southgate, Phase I, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-198, Page 1, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Paul Gabbard by KCS Properties, Inc. in that certain General Warranty Deed dated September 11, 2007 and recorded in Official Public Records in the aforesaid County and State.
17. .1720 acres of land, more or less, located in the I. Jackson Survey, A-825, Tarrant County, Texas and being the same land described as Lot 4R, Block 163, of Chamberlin Arlington Heights, First Filing, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-H, Page 525, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Josephine Montelongo, an unmarried woman and Josefina Montelongo, an unmarried woman by KCS Properties, Inc. in that certain General Warranty Deed dated October 4, 2007 and recorded in Official Public Records in the aforesaid County and State.
18. .2410 acres of land, more or less, located in the L. Finger Survey, A-528, Tarrant County, Texas and being the same land described as Lot 34, Block 3, of Highland Park, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-G, Page 116, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Felisiano Hurtado by KCS Properties, Inc. in that certain General Warranty Deed dated October 19, 2007 and recorded in Official Public Records in the aforesaid County and State.
19. .1660 acres of land, more or less, located in the L. Finger Survey, A-528, Tarrant County, Texas and being the same land described as Lot 5, Block 8, of Valley View Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-S, Page 93, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Roel Muro by KCS Properties, Inc. in that certain General Warranty Deed dated October 25, 2007 and recorded in Official Public Records in the aforesaid County and State.
20. .2880 acres of land, more or less, located in the E. Daggett Survey, A-430, Tarrant County, Texas and being the same land described as Lot 6, Block 5, of Scott Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-I, Page 9, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Ernestina Chavez by KCS Properties, Inc. in that certain General Warranty Deed dated July 2, 2007 and recorded in Official Public Records in the aforesaid County and State.
21. .2270 acres of land, more or less, located in the M. Lynch Survey, A-953, Tarrant County, Texas and being the same land described as Lot 20, Block 4, of Richland Hills West, Section II, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-U, Page 53, of the Map Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Stephanie R. Barr, an unmarried woman and Jerry D. Barr, an unmarried man by KCS Properties, Inc. in that certain General Warranty Deed dated June 20, 2007 and recorded in Official Public Records in the aforesaid County and State.
22. .3650 acres of land, more or less, being Tract 16A-01 in the J.W. Elliston Survey, A-472, Tarrant County, Texas, located in Haltom City, Tarrant County, Texas, and being the same property conveyed by Allen O. Bradshaw and wife, Dorothy L. Bradshaw, to Herman Paul and wife, Ida Laura Paul, by Warranty Deed dated June 9, 1947, and filed in book 1915, Page 461 of the Deed Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to Anita Quintana by KCS Properties, Inc. in that certain General Warranty Deed dated November 13, 2006 and recorded in Official Public Records in the aforesaid County and State.
23. .2170 acres of land, more or less, being located in the M. Lynch Survey, A-953, Tarrant County, Texas and being the same land described as Lot 21, Block 5, of Richland Hills West, Section II, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-U, Page 53, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Alphonso Jackson, Secretary of Housing and Urban Development, in that certain Special Warranty Deed dated January 15, 2008 and recorded in Official Public Records in the aforesaid County and State.

24. .2850 acres of land, more or less, located in the M. Ellison Survey, A-473, Tarrant County, Texas and being the same land described as Lot 3, Block 20, of Browning Heights East, an Addition to the City of Haltom City, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-I, Page 77, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Alphonso Jackson, Secretary of Housing and Urban Development, in that certain Special Warranty Deed dated January 28, 2008 and recorded in Official Public Records in the aforesaid County and State.
25. .5510 acres of land, more or less, located in the J. Balch Survey, A-82, Tarrant County, Texas and being the same land described as Lot 2 & 3, of Slone Addition, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 1911, Page 219, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Alphonso Jackson, Secretary of Housing and Urban Development, in that certain Special Warranty Deed dated February 28, 2008 and recorded in Official Public Records in the aforesaid County and State.
26. .1830 acres of land, more or less, located in the I. Jackson Survey, A-825, Tarrant County, Texas and being the same land described as Lot 5 & 6, Block 151, of Chamberlin Arlington Heights, first filing, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 63, Page 21, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Wells Fargo Bank, N.A., as trustee for ABFC 2006-OPT2, ABFC Asset Backed Certificates, Series 2006-OPT2, in that certain Special Warranty Deed dated February 27, 2008 and recorded in Official Public Records in the aforesaid County and State.
27. .3010 acres of land, more or less, located in the I. Jackson Survey, A-825, Tarrant County, Texas and being the same land described as Lot 10, 11, & 12, Block 176, of Chamberlin Arlington Heights, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 63, Page 21, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Deutsche Bank National Trust Company, as Trustee under pooling and servicing agreement dated as of July 1, 2003 Morgan Stanley ABS Capital Inc. Trust 2003-NC7 Mortgage pass through certificates, Series 2003-NC7, acting herein by and through its duly authorized agent and attorney in fact, Barclays Capital Real Estate, Inc., a Delaware Corporation D/B/A Homeq Servicing, in that certain Special Warranty Deed dated February 21, 2008 and recorded in Official Public Records in the aforesaid County and State.
28. .2840 acres of land, more or less, located in the J. McComas Survey, A-1039, Tarrant County, Texas and being the same land described as Lot 22B and the South 5 feet of Lot 22C, of Harlem Gardens, an Addition to the City of Fort Worth, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-1, Page 595, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Nationstar Mortgage LLC fka Centex Home Equity Company, LLC, in that certain Special Warranty Deed dated February 19, 2008 and recorded in Official Public Records in the aforesaid County and State.
29. .2160 acres of land, more or less, located in the M. Lynch Survey, A-953, Tarrant County, Texas and being the same land described as Lot 15, Block 5, of Richland Hills West, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-U, Page 53, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Alphonso Jackson, Secretary of Housing and Urban Development, in that certain Special Warranty Deed dated March 11, 2008 and recorded in Official Public Records in the aforesaid County and State.
30. .2780 acres of land, more or less, located in the J. Degman Survey, A-426, Tarrant County, Texas; and being described as Lot 10, Block 13, of Arlington Terrace Addition, an Addition to the City of Arlington, Tarrant County, Texas, according to and shown on the map or plat thereof recorded in Volume 388-U, Page 33, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Chase Home Financing, LLC, in that certain Special Warranty Deed dated March 15, 2008 and recorded in Official Public Records in the aforesaid County and State.

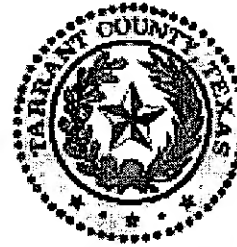
31. .1870 acres of land, more or less, being described as Lot 16R, Block 1, of the Ryanwood North addition to the city of Fort Worth, Tarrant County, Texas, according to and as shown on the map or plat thereof recorded in the Plat records of Tarrant County, Texas; including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same lot of land conveyed to KCS Properties, Inc. in that certain Warranty Deed recorded as Document #D208101568 in the Official Public Records in the aforesaid County and State.
32. .4080 acres of land, more or less, located in the H. T. Boydston Survey, A-170, Tarrant County, Texas and being the same land described as Lot 24, Block 6, of Glen Acres Addition, first filing, an Addition to the City of White Settlement, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-38, Page 6, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by HSBC Mortgage Services, Inc., in that certain Special Warranty Deed dated March 24, 2008 and recorded in Official Public Records in the aforesaid County and State.
33. .2090 acres of land, more or less, located in the J. Coombs Survey, A-316, Tarrant County, Texas and being the same land described as Lot 5, Block 15, of Arkansas Heights Addition, fourth installment, an Addition to the City of Arlington, Tarrant County, Texas, according to and shown on the map or plat recorded thereof in Volume 388-43, Page 79, of the Plat Records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by Fannie Mae a/k/a Federal National Mortgage Association, in that certain Special Warranty Deed dated March 31, 2008 and recorded in Official Public Records in the aforesaid County and State.
34. .1970 acres of land, more or less, located in the J. Degman Survey, A-426, Tarrant County, Texas and being the same land described as Lot 7, Block 12, of Arlington Manor, Second Increment, an addition to the city of Arlington, Tarrant County, Texas, according to and shown on the map or plat thereof recorded in Volume 388-3, Page 128 of Plat records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by The Secretary of Housing and Urban Development, of Washington, D. C., in that certain Special Warranty Deed dated May 5, 2008 and recorded in Official Public Records in the aforesaid County and State.
35. .2180 acres of land, more or less, being described as Lot 3, Block 8, of the Windsor Place addition to the city of Fort Worth, Tarrant County, Texas, according to and as shown on the map or plat thereof recorded in the Plat records of Tarrant County, Texas; including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same lot of land conveyed to KCS Properties, Inc. in that certain Warranty Deed recorded as Document #D208167754 of the Official Public Records in the aforesaid County and State.
36. .2040 acres of land, more or less, located in the A C Wingate Survey, Abstract-1694, Tarrant County, Texas and being the same land described as Lot 11-R, Block 5, of Bueno Vista Addition, an addition to the city of Arlington, Tarrant County, Texas, according to and shown on the map or plat thereof recorded in Volume 388-C, Page 53 of Plat records of Tarrant County, Texas, including all Lessor's interest in streets, alleys, roadways, easements and right-of-ways adjacent or appurtenant thereto; and being the same land conveyed to KCS Properties, Inc. by The Secretary of Housing and Urban Development, of Washington, D. C., in that certain Special Warranty Deed dated May 5, 2008 and recorded in Official Public Records in the aforesaid County and State.

— END OF EXHIBIT A —

PFM LLC
4521 S HULEN #122

FT WORTH TX 76109

Submitter: PFM-LLC-FT WORTH



SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 06/12/2008 03:39 PM
Instrument #: D208225439
LSE 8 PGS \$40.00

By: _____



D208225439

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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